Davies

WTH Engineering, Inc.

002

CONTRACT

14G1501

January 26, 2004

Prepared for:

Daviess County

To Provide

Parcels and Soils



OVERVIEW

Union County (the "Client") is in need of certain mapping or GIS related products and services for use in public safety. WTH Engineering Inc. (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think Map Software

The Client will be provided with 5 Think Map licenses. This software may be installed on stand alone computers or on a server but use of the software is limited to 5 computers. Each computer where Think Map is used must be registered with The Company. The hardware requirements for using the Think Map software are as follows.

System Requirements	Minimum	Recommended
Operating System	Win 98 SE, WinNT 4.1, Win2000, WinXP	
Processor	Pentium or equivalent	PII-300 Mhz or faster
Memory (RAM)	128 MB	256 MB
Available hard disk space required on server or stand alone computers	500 Meg for software + map layers. Plus 2 to 40 Gig for aerial photography images depending on coverage area and resolution.	40 Gig
Available hard disk space required on workstations when data stored on server	Less than 100 Meg.	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better.	17" monitor, 16 bit color, 1024 X 768 resolution.
Internet Access	Required for support services	
Other	CD drive, mouse, keyboard,	

Think Map will be delivered with the following data sets/layers, currently being created in Public Safety. These include the following:

- Roads/Highways/Railroads
- Water

- Addresses
- Boundaries

Property Lines and Parcel Conversion

The Company will digitize the Client's existing plat maps, include any blowup pages and subdivision maps, and tile them all together into one continuous map. The Company will fit and adjust the digitized plat into its visual location on the finished map by rubber sheeting, a process that resizes the plat using visual control points on the aerial photography. The Company will correct the location of each plat page to make it line up with the Client's ortho-rectified photography and the other plat pages.

- o The finished map will show all township and range lines, section lines, platted subdivision boundaries, subdivision lot lines, parcel lines, parcel dimensions, and land hooks.
- The Company will modify the Client's existing parcel numbering system to assure compliance to the State of Indiana's parcel naming system (i.e. 65-00-00-000-000.000-000).
- No other parcel data will be included, unless requested by the client.

o Pricing is based on an estimate of 17,300 parcels. Additional parcels over 17,800 will cost \$10.00 each.

Soil Classifications

The Company will digitize the Client's existing soil maps and align each digitized plat into its visual location on the finished map using visual control points on the aerial photography.

o The Company will acquire the soil maps from the USDA's local office called the National Resource Conservation Service.

o Each area will be identified with a soil type so that the software will have enough information to automatically do an agricultural land assessment.

Tax Records Interface

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Customer Service

The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

Software Upgrades

Any enhancements made to the Think Map system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

• Data Synchronization

This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think Map program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to WTH Engineering's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection.

Phone Support

Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

Off Site Data Backup

The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

Pre-Contract Technical Counsel

The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think Map GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think Map product.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Progress Payment	30 Days	Data Collection, Digital Scan of County Plat Books	30 Days	\$40,000
Progress Payment	60 Days	Data Base Development, Parcel Realignment and Renumber	60 Days	\$40,000
	90 Days	Data Base Development, Parcel Realignment and Renumber	90 Days	\$45,000
Delivery, Installation and Training	120 Days	5 Think Map licenses + the following Map Layers: Existing Layers Parcels Soils Tax Records Interface Installation and Training	120 Days	\$63,000
Total				\$188,000
Customer Service		Annual Customer Service	120 Days	\$5,000

^{*} Number of days after the signing of this contract and the delivery of all source materials by the Client. The delivery dates will be reviewed once the contract is signed and may be adjusted if needed.

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this agreement or the performance of breach thereof, even if such part has been advised of the possibility thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day 2004.		
Company: WTH Engineering, Inc.	Client: Union County, Indiana	
Signature:	Signature:	
Name: Rex Jones		
Title: President		
Date:		
	Signature:	
	Name:	
	Title:	
	Date:	
Signature:	Signature:	
Name:		
Title:		
Date:		



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